

Panaji, 7th May, 2020 (Vaisakha 17, 1942)

SERIES II No. 6

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 5 dated 30-04-2020 namely, Extraordinary dated 05-05-2020 from pages 51 to 52 regarding Order from Department of Home.

GOVERNMENT OF GOA

Department of Education, Art & Culture

Directorate of Higher Education

Order

No. ACAD III/GC-04/CAS/50/2019/204

Read: Order No. ACAD III/GC-04/CAS/50/2019/6239 dated 16-10-2019.

On the recommendation of the Screening Committee, Government is pleased to grant of Senior Scale (Pre-revised Rs. 10,000-325-15,200) (Revised Rs. 15,600-39,100+AGP Rs. 7,000), Stage 3 (Pre-revised Rs. 12,000-420-18,300) (Revised Rs. 15,600-39,100+AGP Rs. 8,000) and placement as Associate Professor as per the University Grants Commission guidelines, to Dr. Shashank Maktedar, Assistant Professor in Vocal (holding additional charge of Officiating Principal), Goa College of Music, Altinho, Panaji with effect from the date indicated against his name:-

Sr. No.	Name of the Lecturer	Date of eligibility for Senior Scale (Pre-revised Rs. 10,000-325-15,200) (Revised Rs. 15,600-39,100+AGP Rs. 7,000)	Date of eligibility of Stage 3 (Pre-revised Rs. 12,000-420-18,300) (Revised Rs. 15,600-39,100+AGP Rs. 8,000)	Date of placement as Associate Professor
1.	Dr. Shashank Maktedar, Assistant Professor in Vocal (holding additional charge of Officiating Principal, Goa College of Music, Panaji-Goa)	01-07-2008	01-07-2013	01-07-2016.

Dr. Shashank Maktedar, shall be designated as Associate Professor with effect from 01-07-2016 and shall be placed in appropriate revised scale PB 4 Rs. 37,400-67,000 with AGP Rs. 9,000/-.

The pay shall be fixed as per the rules in force accordingly.

This order is issued in supersession to earlier Order No. ACAD III/GC-04/CAS/50/2019/6239 dated 16-10-2019.

By order and in the name of the Governor of Goa.

Premraj K. Shirodkar, Under Secretary (Higher Education).

Porvorim, 17th April, 2020.

Notification

No. ADMN/APPT/CHAIRMAN/GEDC/36/2018/207

Read: 1) Notification No. 2/23/Accts/DHE/09-10/
/PF-I/53 dated 06-04-2017.2) Order No. ADMN/APPT./CHAIRMAN/
/GEDC/36/2018/5865 dated 27-02-2019.

In exercise of the power conferred under sub-section (1) of Section 4 of the Goa Education Development Corporation Act, 2003 (Act No. 22 of 2003), the Government is pleased to extend the term of the following Board of Directors upto 06-10-2020.

- | | |
|-------------------------------------|-------------------------|
| 1. Shri Shripad @ Kanta K. Patnekar | — Chairman. |
| 2. Secretary (Higher Education) | — Director. |
| 3. Director (Higher Education) | — Director. |
| 4. Shri Gajanan P. Bhat | — Director. |
| 5. Shri Uday Ballikar | — Director. |
| 6. Managing Director, GEDC | — Ex officio Secretary. |

By order and in the name of the Governor of Goa.

Premraj K. Shirodkar, Under Secretary (Higher Education).

Porvorim, 22nd April, 2020.

CertificateNo. ACAD III/SHEC/Filling of Posts/02/2019/
/Part-I/208Read: ACAD III/SHEC/Filling of Posts/02/2019/
/Part-I/7915 dated 01-01-2020.

Certified that the character and antecedents of Shri Mahadev Anant Gawas appointed to the post of Assistant Professor for Teaching, Learning and Educational Technology for State Higher Education Council (Group "A" Gazetted) under Directorate of Higher Education vide above referred Order has been verified by the Addl. Collector & ADM, North, Office of the District Magistrate, North Goa, Panaji-Goa and nothing adverse has come to the notice of the Government.

Premraj K. Shirodkar, Under Secretary (Higher Education).

Porvorim, 19th March, 2020.

Department of Labour**Order**

No. 28/9/2020-LAB/253/2

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Deccan Queen Transport Company, Opp. D-Link, Verna Industrial Estate, Verna, Goa, and it's workman, Shri Gopinath S. Naik, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7(1) of the said Act.

SCHEDULE

- "(1) Whether Shri Gopinath S. Naik, overall incharge of the Verna Branch of M/s. Deccan Queen Transport Company and having managerial and supervisory administrative power could be construed as "Workman" as defined under Section 2(s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) (a) If the answer to the above is in affirmative, then, whether the action of the management of M/s. Deccan Queen Transport Company, Opp. D-Link, Verna Industrial Estate, Verna, Goa, in terminating services of Shri Gopinath S. Naik, with effect from 12-08-2019, is legal and justified?
- (b) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 23rd April, 2020.

Notification

No. 28/2/2020-LAB/Part-I/243

The following Award passed by the Labour Court-II, at Panaji-Goa on 14-02-2020 in Case No. Ref. LC-II/IT/18/2017 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 17th April, 2020.

IN THE LABOUR COURT-II

GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. LC-II/IT/18/2017

Mrs. Shreya S. Gosavi,
C/o. Ramdas Anant Karbutkar,
Chinchbhat, Mayem,
Bicholim-Goa. ... Workperson/Party I
V/s

Zantye Brothers,
Haturlim, Bicholim-Goa. ... Employer/Party II
Workperson/Party I represented by Adv. Shri
Mandar Naik h/f Adv. Shri A. Prabhugaonkar.

Employer/Party II represented by Adv. Shri P. J.
Kamat.

Panaji, Dated: 14-02-2020.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 15-11-2017, bearing No. 28/30/2017-LAB/782, referred the following dispute for adjudication to this Labour Court-II of Goa at Panaji-Goa.

"(1) Whether the action of the management of M/s. Zantye Brothers, Haturlim, Bicholim, Goa, in refusing employment to Mrs. Shreya S. Gosavi, Grader, with effect from 29-09-2016, is legal and justified?"

(2) If not, what relief the Workperson is entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/18/17 and registered A/D notice was issued to the Parties. In pursuance

to the said notice, the Parties put in their appearance. The Workperson/Party-I (for short 'Workperson'), filed her Statement of Claim on 15-01-2018 at Exb-5. The facts of the case in brief as pleaded by the Workperson are that she was appointed by the Employer/Party II (for short, 'Employer') as a 'Grader' in a grading department from the year 2003. She stated that she worked for a period of around 13 years with unblemished records. She stated that the Employer never issued her appointment letter inspite of repeated request, though the same is mandatory in terms of law. She stated that she is covered under the ESI as well as E.P.F. under the respective Acts. She stated that she proceeded on sanctioned maternity leave from 06-01-2016 to 04-05-2016. She stated that she delivered a baby boy on 09-01-2016. She stated that in order to take care of her new born baby, she was on maternity leave which was sanctioned by the manager of the Employer.

3. She stated that after completing the maternity leave, she reported to the Employer's office on 04-05-2016. She stated that due to ill health of her infant baby and since no one was there to take care of her baby, she decided to extend her maternity leave. She stated that on 04-05-2016, she had orally informed the supervisor of the Employer namely, Shri Anand Naik that she will extend her leave till 29-09-2016 due to ill health and take care of the baby. She stated that the supervisor of the Employer Shri Anand Naik has confirmed that her leave is sanctioned/approved for the period from 04-05-2016 to 29-09-2016. She stated that she had not received any show cause notice, warning letter etc. from the Employer about the alleged absenteeism even assuming and without admitting that her leave is not sanctioned by the Employer. She stated that since she has not received any show-cause notice, warning letter or any other written intimation from the Employer, justifies that the Employer has sanctioned her maternity leave as per her request.

4. She stated that after completing her extended maternity leave period, she reported for her duties as usual on 29-09-2016, but to her surprise, when she reached the office, she was not allowed to perform her duties in establishment. She stated that she was shocked to hear that her services were terminated by the Employer and that she was informed that she was not supposed to report for her duties. She stated that she had made an application to the Manager of the Employer on 02-11-2016 and 21-11-2016 regarding refusal of her employment and requested that she be permitted to resume her regular duties, but the said request

did not yield any results. She stated that the Employer did not issue her any show cause notice, memorandum or any warning letter. She stated that the Employer did not follow the principles of natural justice even considering the fact that she had worked for the Employer for more than 13 years. She submitted that the Employer did not conduct any domestic enquiry against her, which is mandatory as per law. She submitted that after the refusal of employment to her by the Employer, she raised an industrial dispute before ALC, Mapusa, Goa, which ended in failure.

5. The Workperson contended that the action of the Employer in refusing employment to her is blatantly illegal, unjust and malafide. She submitted that she is unemployed from the date of her refusal of employment till date and is facing severe hardships. The Workperson therefore prayed that the action of the Employer in terminating her services is illegal, malafide and unjust and that the Employer be directed to reinstate her back in service with full back wages, other benefits, continuity in services and other consequential benefits.

6. The Employer resisted the claim of the Workperson by filing its written statement on 21-02-2018. The Employer, as and by way of its preliminary objections, submitted that the Government has not applied its mind while making the reference and that the Workperson has not raised any dispute against the Employer.

The Employer stated that it is a partnership firm, having its office at Bicholim, Goa and factories at Haturlim and Advoi. The Employer stated that it is in the business of manufacture of cashew kernels and cashew nut shell liquid at its factory. The Employer stated that since it is also engaged in the business of food products, it has a responsibility to see that proper hygienic conditions are maintained at the place of the factory. The Employer stated that it has engaged workers in different grades as per its seasonal requirement. The Employer stated that its requirement of workforce is programmed well in advance as per the requirement of the work.

7. The Employer admitted that the Workperson was appointed as a grader. The Employer admitted that the Workperson is covered under the ESIC Act, 1948 and was contributing to the said scheme. The Employer stated that the Workperson proceeded on maternity leave w.e.f. 02-01-2016 and produced a certificate under the ESI Regulations, 1950 on 12-01-2016, wherein she was advised absence from work from 02-01-2016 to 02-04-2016.

The Employer stated that the Workperson further sent a certificate dated 06-04-2016, wherein she was advised treatment attendance and absenteeism from work on medical grounds for "care and examination of lactating mother, low back pain". The Employer stated that the Workperson thereafter sent another certificate dated 03-05-2016 advising further absenteeism up to 03-05-2016. The Employer stated that as per the certificate dated 03-05-2016, the Workperson was declared fit and was required to report for work from 04-05-2016. The Employer stated that the Workperson however, did not report for work from 04-05-2016 and remained absent unauthorizedly. The Employer stated that the Workperson came to the factory on 29-09-2016 to report for work and was advised to produce the medical certificate from ESIC for the period of her absence from 04-05-2016 to 28-09-2016 since the Workperson contended that she was sick during the said period. The Employer stated that the Workperson did not produce any medical certificate or fitness certificate on 29-09-2016 and thereafter as advised and remained absent again. The Employer stated that thereafter, the Workperson sent a letter dated 19-10-2016 to M/s. Narayan G.P. Zantey and Co., Bicholim contending that the Workperson is working for the said establishment for last 13 years and that after her delivery, she could not join the duty due to her new born baby and desires to join her duties. The Employer stated that the Workperson also requested to allow her to work at Haturlim factory so that during the lunch break she could feed her baby. The Employer stated that the Workperson was never employed by the said establishment at any time. The Employer stated that the Workperson had also sent further letters dated nil on 02-11-2016 and dated 21-11-2016 to the said establishment that after her maternity leave and as soon as her leave was over, she went to join her duties but the supervisor did not allow her to work. The Employer stated that the Workperson also requested the said establishment to allow her to work at Haturlim factory. The Employer stated that in reply to her letter, they sent a letter dated 25-11-2016 to the Workperson stating that neither the Workperson had submitted the fitness certificate nor informed the supervisor about her absence and that she was called upon to bring a letter from the concerned supervisor to that effect. The Employer stated that the Workperson thereafter did not report for work and raised a dispute before the ALC, Mapusa, vide her representation dated nil on 12-12-2016 against the said establishment. The Employer stated that in her letter dated nil, the Workperson has also

contended that she is an employee of M/s. Narayan G.P. Zantye and Co., Bicholim factory from 2003 and working as a grader at Haturlim branch. The Employer submitted that the Workperson has not made a demand against them directly or through the conciliation officer. The Employer stated that the Workperson did not report for work from 04-05-2016 though she was declared fit to resume work from 04-05-2016 as per the final certificate dated 03-05-2016 issued by the Insurance Medical Officer of ESI dispensary. The Employer stated that as per the birth certificate dated 09-02-2016, the Workperson delivered a child on 09-01-2016 and prior to that the Workperson was on maternity leave from 02-01-2016 for a period of 12 weeks i.e. up to 30-03-2016. The Employer stated that the Workperson was required to report for work from 31-03-2016 with the fitness certificate from the Insurance Medical Officer of ESI dispensary. The Employer stated that in terms of regulation 57 of the Regulations, 1950, when the examination is the first examination in respect of spell of sickness or a spell of temporary disablement, the medical certificate shall be only in respect of date of examination. The Employer stated that the first certificate produced by the Workperson is dated 06-04-2016 and the sickness disablement is of 04-04-2016. In terms of regulations 57, the Workperson was sick on 04-04-2016 and was required to report for work from 05-04-2016. The Employer stated that the Workperson did not report for work from 05-04-2016 as per the certificate dated 06-04-2016 issued by the Insurance Medical Officer under the said Regulation. The Employer stated that in terms of Regulation 59 of the Regulations, if the final certificate is not issued within seven days of the date of the first certificate i.e. 06-04-2016, the Workperson was required to submit intermediate certificate at intervals not more than seven days each commencing from the date of the first certificate. The Employer stated that the Workperson, however, did not submit an intermediate certificates as required from 06-04-2016 till 03-04-2016. The Employer stated that the Workperson was declared fit to resume duties from 04-05-2016 as per the certificate dated 03-05-2016, but the Workperson did not attend work from 04-05-2016. The Employer stated that if the Workperson was sick even after declaring her fit to report for work from 04-05-2016, she should have sent periodical certificate from the IMO of the ESI dispensary every week as required under Regulation 59 of the Regulations. The Employer stated that the Workperson has produced a certificate dated 29-09-2016 as final certificate from

the IMO of the ESI dispensary, Bicholim, wherein it has been mentioned that the Workperson will be fit to resume work on 29-09-2016. The Employer stated that the said certificate does not specify as to when the first certificate or spell of sickness of disablement had been issued to the Workperson by the said IMO, ESI Dispensary. The Employer stated that the said certificate dated 29-09-2016 also does not mention as to from what date the Workperson was advised absenteeism from work on account of her sickness. The Employer stated that the said certificate dated 29-09-2016 appears to have been issued mechanically by the IMO, ESI Dispensary without any cause. The Employer stated that the Workperson had remained absent unauthorizedly w.e.f. 04-05-2016 and continued to remain absent up to 29-09-2016. The Employer stated that the Workperson came to report for work on 29-09-2016 and when questioned by the Manager, the Workperson informed that she was sick. The Employer stated that they therefore advised the Workperson to produce medical certificate from IMO, ESI Dispensary covering the period of her alleged sickness from 04-05-2016 to 28-09-2016 and final fitness certificate to work from 29-09-2016. The Employer stated that the Workperson did not produce any certificate to that effect and continued to remain absent. The Employer stated that thereafter the Workperson, vide her letter dated nil, received on or about 02-11-2016 contended that she was on maternity leave before 09 months of 02-11-2016 and as soon as her leave was over, she joined her duty, but the supervisor had not allowed to work. The Employer stated that the Workperson thereafter sent a reminder dated nil on or before 21-11-2016 to them. The Employer stated that in reply to the aforesaid letter of the Workperson, they, vide their letter dated 25-11-2016, informed the Workperson that she had not submitted any fitness certificate for joining the duties nor informed any supervisor about her absence. The Employer stated that the Workperson was also advised to bring a letter from the concerned supervisor to whom she had intimated before taking leave. The Employer stated that the Workperson did not produce any certificate from the concerned IMO of ESI dispensary, Bicholim declaring the Workperson fit to work. The Employer stated that the Workperson thereafter raised an industrial dispute against the said establishment before the Labour Inspector at Bicholim on 07-12-2016 and before the Asstt. Labour Commissioner, Mapusa on 09-12-2016 alleging that she had taken maternity leave by informing the supervisor as per the senior's instructions and after finishing her leave, she went to report for duty and

the Manager restrained her from joining the duties on 29-09-2016. The Employer stated that the contention raised by the Workperson in her various letters are afterthought. The Employer stated that the Workperson did not report for work from 04-05-2016 though she was declared fit to work from 04-05-2016. The Employer stated that the Workperson also did not send any letter to them about her inability to report for work. The Employer stated that during the conciliation proceedings before the ALC, Mapusa, the Workperson was instructed to report for work at its branch at Advoi, but the Workperson refused to report at Advoi and insisted that she should report only at its Haturlim branch of the factory. The Employer stated that on account of the continuous absence of the Workperson from 02-01-2016 to 03-05-2016 being on maternity leave as declared by the IMO, ESI Dispensary, Bicholim and unauthorized absence from 04-05-2016, they had to employ another grader in place of the Workperson at Haturlim and as such the Employer decided to accommodate the Workperson at its other branch at Advoi. The Employer stated that during the course of the conciliation, the Workperson reply dated 10-05-2017 to ALC, Mapusa, wherein the Workperson for the first time contended that she had sent all the fitness certificate to them, though she and her representative from time to time and also informed Mr. Anand Naik, Supervisor to extend her leave because of some medical emergencies. The Employer stated that the Workperson also contended that the extension of leave was because of her infant baby and babies' health and there is no question of medical certificate in her case as the leave was extended for the betterment of her baby. The Employer stated that the said contention of the Workperson were afterthoughts. The Employer stated that the Workperson abstained from work from 04-05-2016 without leave and authorization till 28-09-2016 and continued to remain absent thereafter and even after the Workperson was offered employment at its other branch at Advoi. The Employer submitted that its action in not allowing the Workperson to report for work in the absence of fitness certificate issued by the ESI Dispensary is legal, just and proper and the Workperson is not entitled to any relief. The Employer denied the overall case as pleaded by the Workperson and prayed for dismissal of the present reference.

8. Thereafter, the Workperson filed the rejoinder on 22-03-2018 at Exb. 9. The Workperson, by way of her rejoinder, reiterates all the submissions and averments made by her in her claim statement to

be true and correct and denies all the statements and averments made by the Employer in their Written Statement, which are contrary and inconsistent with the statements and averments made by her. The Workperson reiterated that she never refused to join the services at any time and she is still willing to join the services at the place where she was working for last several years.

9. Based on the pleading filed by the parties hereinabove, this court framed the following issues.

1. Whether the Workperson/Party I proves that the action of the Employer/Party II in refusing her employment w.e.f. 29-09-2016 is illegal and unjustified?
2. Whether the Employer/Party II proves that the reference is not maintainable in view of the reasons stated in para 2 (a) and 2 (b) of the written statement?
3. Whether the Workperson is entitled to any relief?
4. What Order? What Award?

10. My findings to the aforesaid issues are as under:

- | | |
|------------------------|---------------------|
| (a) Issue No. 1: | In the affirmative. |
| (b) Issue No. 2: | In the negative. |
| (c) Issue No. 3 and 4: | As per final order. |

I have heard the oral argument of Ld. Adv. Shri Mandar Naik h/f Adv. Shri A. Prabhugaonkar, appearing for the Workperson as well as Ld. Adv. Shri P. J. Kamat, appearing for the Employer. Both the parties also chose to file the synopsis of written arguments respectively.

11. Ld. Adv. Shri Mandar Naik, appearing for the Workperson, during the course of his oral arguments submitted that the Workperson was appointed as grader in grading department by the Employer from the year 2003. He submitted that the Workperson was working for the Employer for about 13 years till she was refused the employment with effect from 29-09-2016. He submitted that the Workperson was not issued any letter of appointment inspite of her repeated request. He submitted that the Workperson proceeded on maternity leave from 06-01-2016 to 04-05-2016. He submitted that the Workperson had delivered a baby boy on 09-01-2016. He submitted that after completing the maternity leave, the Workperson reported to her duty on 04-05-2016. He submitted that however, due to ill health of her infant baby and as no one was there to take care of her baby, the Workperson decided to extend her leave. He submitted that on 04-05-2016, the Workperson had

orally informed the supervisor of the Employer, Shri Anand Naik that she is extending her leave till 29-09-2016 due to ill health of the baby and to take care of her baby. He submitted that the manager of the Employer, Shri Anand Naik has confirmed that her leave was sanctioned/approved for the period from 04-05-2016 to 29-09-2016. He submitted that the Workperson had not received any show-cause notice or any other intimation from the Employer about the alleged unauthorised absenteeism or to direct to report for duties. He submitted that after completing her extended leave, she reported for work on 29-09-2016, she was not allowed to perform her duty and she was shocked to hear that her services were terminated by the Employer by informing that she is not supposed to report for her duty. He submitted that the Workperson made an application to the Manager of the Employer on 02-11-2016 and 21-11-2016 pertaining to refusal of her employment and requested to resume her regular duty but it went in vain. He submitted that the refusal of employment to the Workperson is in violation of Section 25-F of the I.D. Act, 1947 and as such it is illegal and unjustified. In support of his aforesaid contention, he relied upon a judgment in the case of **Executive Engineer, HPSEBL v/s. Shri Jagdish Chand, reported in 2018 3 CLR 807** of the Hon'ble High Court of Himachal Pradesh. He submitted that the Employer raised a preliminary objection by alleging that the Government has not applied its mind while making the reference and that the Workperson has not raised any dispute against the Employer. He submitted that the burden was cast on the Employer to prove the said issue. He submitted that the Employer in its letter dated 03-05-2017 addressed to the ALC, Mapusa stated that the Workperson is an employee of M/s. Narayan G. P. Zantye and Company, but she is the employee of M/s. Zantye Brothers, Advoi/Haturlim, Bicholim, Goa. He submitted that the letter of the Workperson addressed to the ALC, Mapusa, Goa at Exb.18-colly clearly indicates that the Workperson raised the industrial dispute against the Employer. He submitted that in case of wrongful termination of service, reinstatement alongwith continuity in service and full back wages is the normal rule. He submitted that the Workperson was unemployed from the date of her refusal till date. He therefore submitted that the Workperson is entitled for reinstatement with full back wages and continuity in service. He submitted that during the course of conciliation proceedings, the Workperson was offered by the Employer to join the duty at its Advoi branch on piece rate basis. He submitted that the services of the Workperson were also

transferred by the Employer. He submitted that the Workperson refused the said offer of joining duty at its Advoi branch as the said offer is in violation of the service conditions of the Workperson prior to refusal of her employment. In support of his oral contention he relied upon the following judgments:

- (a) In the case of Management of M/s. Rajasthan Patrika Ltd. in writ petition No. 6621/2005 of Hon'ble High Court of Delhi.
- (b) In the case of Max Flow Pumps India (P) Ltd. v/s Presiding Officer, Industrial Tribunal-cum- Labour Court III, Gurugram and Anr., reported in 2019 LLR 1209 of Hon'ble High Court of Punjab and Haryana.
- (c) In the case of Uptron India Ltd. v/s. Shammi Bhan and Anr., reported in (1998) 6 SCC 538 of Hon'ble Supreme Court of India.
- (d) In the case of Jasmer Singh v/s. State of Haryana and Anr., reported in (1996) 11 SCC 77 of Hon'ble Supreme Court of India.

12. Per contra, Ld. Adv. Shri P. J. Kamat, representing the Employer, during the course of his oral arguments submitted that the Workperson was working with the Employer. He submitted that the Workperson proceeded on maternity leave w.e.f. 02-01-2016. He submitted that the Workperson produced on record ESI certificate dated 12-01-2016 (Exb. 27). He submitted that the said ESI certificate on record indicates that the Workperson was advised absence from work from 02-01-2016 to 02-04-2016. He submitted that the Workperson also produced on record ESI certificate dated 06-04-2016 (Exb. 13) wherein the Workperson was advised treatment attendance and absenteeism from work on medical grounds for care and examination of lactating mother, low back pain. He submitted that the Workperson also produced on record an ESI certificate dated 03-05-2016 (Exb.14) advising further absence up to 03-05-2016 and was declared fit to resume work w.e.f. 04-05-2016. He submitted that the Workperson was required to report for work w.e.f. 04-05-2016 as per the medical certificate issued under ESI scheme. He submitted that the Workperson has however, did not report for work from 04-05-2016 and remained absent unauthorisedly till 28-09-2016. He submitted that the Workperson came to the factory on 29-09-2016 to report for work and was advised to produce a medical certificate from ESIC for the period of her absence from 04-05-2016 till 28-09-2016 as the Workperson contended that she was sick during the said period. He submitted that

during the course of conciliation proceedings, the Employer decided to accommodate the Workperson at its another branch at Advoi and was given an offer to work at Advoi branch which was refused by the Workperson. He submitted that neither the Employer refused the employment to the Workperson nor they have terminated the services of the Workperson on 29-09-2016 or at any time thereafter. He submitted that the Workperson has admitted that during the conciliation proceedings she was told by the Manager of the Employer to report at Advoi factory of the Employer and that she insisted that she should be allowed to report for work at Haturlim factory of the Employer. He submitted that the behaviour of the Workperson in this respect is not conducive and if the Workperson was really in need of service, she should have accepted the offer and joined at Advoi factory. He submitted that since the Workperson has refused to join the work at Advoi she is not entitled for reinstatement as well as back wages. In support of his oral contentions, he relied upon two judgments of Hon'ble High Court of Bombay, one in the case of **R.K. Kitchen Equipment's, Mumbai v/s. M.Y. Hurape and Anr.**, reported in 2003 II CLR 794 and another in the case of **Raju Sankar Poojary v/s. Chembur Warehouse Co. and Anr.**, reported in 2003 (99) FLR 839, wherein the Hon'ble High Court referred the case of **Sonal Garments v/s. Trimbak Shankar Karve**, reported in 2003 (96) FLR 498. He submitted that the employees of the Employer are governed by Certified Standing Orders. He submitted that clause 12 of the said CSO provides for transfer of the workers of the Employer. He submitted that having declined the offer given by the Employer to the Workperson, she is not entitled to reinstatement in service with or without back wages. He relied upon three judgments of Hon'ble Supreme Court of India, one in the case of **Salem Erode Electricity v/s. Salem Erode Electricity**, reported in 1966 AIR 808, second in the case of **United Provinces Electricity Supply Co. Ltd, Allahabad v/s. T.N. Chatterji and Ors.**, reported in 1972 AIR 1201 and third in the case of **Agra Electric Supply Co. Ltd. v/s. Shri Alladin and Ors.**, reported in 1970 AIR 512.

I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the respective parties. I have also carefully considered the submissions advanced before me.

REASONS

13. Issue No. 1:

In the case of **Uptron India Ltd. (supra)**, before the **Hon'ble Apex Court**, the Respondent proceeded and remained absent till 29-01-1985 on maternity leave and thereafter, she allegedly remained absent w.e.f. 30-01-1985 to 12-04-1985 without any application for leave. The Petitioner informed the Respondent that her services stood automatically terminated in terms of clause 17 (g) of the Certified Standing Orders. Respondent raised 'industrial dispute' which came for adjudication before the Industrial Tribunal, Lucknow. The Tribunal, by its award dated 21-07-1992 held that the termination of services of the Respondent amounted to "Retrenchment within the meaning of Section 2 (oo) of the I.D. Act and since all other legal requirements had not been followed, the termination was bad and consequently, she was entitled to reinstatement as also 50% of back wages from the date of termination till reinstatement. The said award was challenged by the Petitioner in writ petition before the Hon'ble High Court of Allahabad, which was dismissed by its judgment dated 28-10-1997 and uphold the award of the Tribunal. The Petitioner, therefore, filed special leave petition before the Hon'ble Apex Court. The Hon'ble Apex Court after relying upon its earlier judgment in the case of **D. K. Yadav v/s. J. M. A. Industries Ltd.**, reported in (1993) 3 SCC 259, dismissed the special leave petition filed by the Petitioner.

14. In the case of **Max flow Pumps India (P) Ltd. (supra)**, before the **Hon'ble High Court of Punjab and Haryana**, the Workperson was appointed as Turner in the Petitioner Company on 01-08-1996. The services of the Respondent were illegally terminated on 03-03-2012 without issuance of notice, notice pay and payment of retrenchment compensation or conducting domestic enquiry. The Industrial Tribunal held that the termination of services of the Workperson is illegal and unjustified by observing that the management had failed to prove the plea of abandonment and therefore it was a case of illegal retrenchment because prior to dispensing with the services of Workperson mandatory provision of Section 25-F of the I.D. Act has not been complied with. Accordingly, the Workperson was held entitled to reinstatement with consequential relief, continuity in service and full back wages w.e.f. the date of termination till reinstatement. The writ petition filed before the Hon'ble High Court against the order of the Tribunal was dismissed in limine.

15. The Hon'ble High Court of Himachal Pradesh, in its case of **Executive Engineer, HPSEBL (Supra)**, had relied upon a judgment of Hon'ble High Court of Bombay in the case of **Ocean Creations v/s. Manohar Gangaram Kamble, reported in (2013 SCC online 1537)**, In the case of **Ocean Creations (supra)**, the Hon'ble High Court of Bombay has held as under:

".....It is now well settled that even in the case of the abandonment of service, the employer has to give a notice to the workman calling upon him to resume his duty and also to hold an enquiry before terminating his service on that ground. In the present case the employer has done neither. It was for the employer to prove that the workman had abandoned the service.it is therefore difficult to believe that the workman who had worked continuously for six to seven years, would abandon his service for no rhyme or reason. It has also to be remembered that it was the workman who had approached the Government Labour Officer with a specific grievance that he was not allowed to join his duty. It was also his grievance that although he had approached the company for work from time to time, and the company's partner Anand had kept on promising him that he would be taken in service, he was not given work and hence he was forced to approach the Government Labour Officer. In the circumstances, it is difficult to believe that he would refuse the offer of work when it was given to him before the Labour Officer....."

The principle laid down by the Hon'ble Apex Court as well as by the Hon'ble High Court of Punjab and Haryana and Hon'ble High Court of Himachal Pradesh in its aforesaid cases respectively is well recognised and also applicable to the case in hand.

16. In the instant case, indisputably, the Employer is in the business of manufacture of cashew kernels and cashew nut shell liquid at its factory at Haturlim and Advoi. The Workperson is a resident of Haturlim. The Workperson was employed with the Employer as a Grader in grading department at Haturlim from the year 2003 till she was refused the employment w.e.f. 29-09-2016. There is nothing on record to show that the past records of the Workperson was blemished. The Workperson went on maternity leave for the period from 06-01-2016 to 04-05-2016 for 12 weeks. According to the Workperson, she extended her leave till 28-09-2016 by orally informing the Supervisor, Shri Anand Naik by producing medical certificate.

17. The Employer disputed that the Workperson was on unauthorised leave from 04-05-2016 till 28-09-2016. The Employer, in para 7 of its letter dated 03-05-2017, addressed to the Asstt. Labour Commissioner, Mapusa, Goa at Exb. 20 stated that as per Standing Orders, the Workperson shall be deemed to have left the services of the Company from the day she remained absent. The sole witness of the Employer, Shri Raghunath Bordekar, its Manager, during the course of his cross-examination, admitted that the Workperson was not communicated to report for duties by stating that she remained absent unauthorizedly for the aforesaid period, though she was from the same village, where the Employer factory is located. Neither the Workperson was issued any show-cause notice or memo nor conducted an enquiry by issuing a charge-sheet for her aforesaid absenteeism. It is pertinent to note that the Employer replaced the Workperson by another worker. There is nothing on record to show that the Workperson was issued notice or one months' pay in lieu of notice and retrenchment compensation as mandatorily required for compliance of Section 25-F of the I.D. Act, 1947. The evidence on record indicates that on 29-09-2016, when the Workperson reported for work at Haturlim factory of the Employer, she was told to bring a fitness certificate and not allowed to perform the duties. The Employer admitted that the Workperson sent two ESI certificates at Exb.13 and Exb. 14 to them in its written statement filed in the present proceedings. The said ESI certificates one dated 06-04-2016 (Exb. 13) and another dated 03-05-2016 (Exb. 14) produced by the Workperson on record indicates that the Workperson remained absent on account of taking care and examination of lactating mother, low back pain and care, examination of lactating mother and that she will be fit to resume for duty on 04-05-2016 respectively. The aforesaid ESI certificates at Exb. 13 and Exb. 14 sent to the Employer indicates that the Workperson remained absent to take care and betterment of her baby. The said certificates on record indicates that the Workperson had informed the Employer about her absenteeism for taking care and betterment of her new born baby. The aforesaid facts on record clearly indicates that the Workperson was refused the employment by the Employer w.e.f. 29-09-2016 and that the said refusal of employment to the Workperson amounts to illegal termination of services. The issue No. 1 is therefore answered in the affirmative.

18. *Issue No. 2:*

The Employer, as and by way of its preliminary objection submitted that the reference is not maintainable as the Government has not applied its mind while making the reference and that the Workperson has not raised any dispute against them. The burden was cast on the Employer to prove the said issue No. 2.

The sole witness of the Employer, Shri Raghunath D. Bordekar, its Manager stated on oath that the reference is not maintainable as the Government has not applied its mind while making the reference and that the Workperson has not raised any dispute against them. However, letter of the Employer dated 03-05-2017 at Exb. 20, addressed to the Asstt. Labour Commissioner, Mapusa, Goa admitted that the Workperson was its employee in reply to its letter dated 03-11-2016 and dated 21-11-2016. Further, the minutes of the meeting held on 28-06-2017 before the ALC, Mapusa, Goa (Exb. 23) as well as report on failure of conciliation proceedings dated 09-10-2017 (Exb. 24) on record clearly indicates that the Workperson raised an industrial dispute against the Employer for refusal of her employment. Thus, the aforesaid documentary evidence on record clearly indicates that the Workperson had raised an industrial dispute against the Employer for refusal of her employment. Hence, it is held that the Employer failed to prove that the reference is not maintainable in view of the reasons stated in para 2 (a) and 2 (b) of the written statement.

The Employer, in its written statement filed in the present proceedings, contended that the Workperson has not made any demand on the Employer and as such the reference is not maintainable. However, I am not in agreement with the aforesaid submission of the Employer.

19. The **Hon'ble Supreme Court of India** in its case of **Shambu Nath Goyal v/s. Bank of Baroda, Jullundar, reported in 1978 1 LLN 340**, held that *".....The Act nowhere contemplates that the dispute would come into existence in any particular, specific or prescribed manner. For coming into existence of an industrial dispute a written demand is not a sine qua non, unless of course in the case of public utility service because Sec. 22 forbids going on strike without giving a strike notice."*

"In this case the Tribunal completely misdirected itself when it observed that no demand was made by the workman claiming reinstatement after dismissal. When the inquiry was held, it is an admitted position, that the workman appeared and

claimed reinstatement. After his dismissal, he preferred an appeal to the Appellate forum and contended that the order of dismissal was wrong. Unsupported by evidence and in any event, he should be reinstated in service. If that was not a demand for reinstatement addressed to employer what else would it convey. That appeal itself is a representation questioning the decision of the Management dismissing the workman from service and praying for reinstatement. There is further a fact that when the Union approached the Conciliation Officer the Management appeared and contested the claim for reinstatement. There is thus unimpeachable evidence that the concerned workman persistently demanded reinstatement. If in this background, the Government came to the conclusion that there exists a dispute concerning workman S.N. Goyal and it was an industrial dispute because there was demand for reinstatement and a reference was made, such reference could hardly be rejected on the ground that there was no demand and the industrial dispute did not come into existence. Therefore, the Tribunal was in error in rejecting the reference on the ground that the reference was incompetent. Accordingly, this appeal is allowed and the Award of the Tribunal is set aside and the matter is remitted to tribunal for disposal according to law....."

The principle laid down by the Hon'ble Apex Court in its aforesaid judgment is well settled and squarely applicable to the case in hand. In the instant case, the oral as well as documentary evidence on record indicates that the Workperson addressed a letter to the Employer for allowing her to work in the factory of the Employer at Haturlim. The evidence on record further indicates that the Workperson also approached the Asstt. Labour Commissioner, Mapusa, Goa and that the management appeared and contested the claim for reinstatement of the Workperson. Thus, the contention of the Employer that there was no demand by the Workperson is devoid of merits. The issue No. 2 is therefore answered in the negative.

20. *Issue No. 3:*

While deciding the issue No. 1 hereinabove, I have discussed and come to the conclusion that the action of the Employer in refusing employment to the Workperson w.e.f. 29-09-2016 is illegal and unjustified and that the said refusal of employment to the Workperson amounts to illegal termination of her services.

21. Ld. Adv. Shri Mandar Naik, representing the Employer submitted that the Workperson is entitled for reinstatement with full back wages, continuity in services and consequential benefits and relied upon a judgment of Hon'ble Apex Court in the case of **Jasmer Singh (Supra)**. In the said case of **Jasmer Singh (supra)**, the Hon'ble Supreme Court of India, after relying its earlier judgment in the case of **Anoop Sharma v/s. Executive Engineer, Public Health Division reported in 2010 (3) SCT 319**, in the case of **Harijinder Singh v/s. Punjab State Warehousing Corporation, reported in 2010 (3) SCC 192** and in the case of **Deepali Gundu Surwase v/s. Kranti Junior Vidhyalaya, reported in (2013) 10 SCC 324**, in para 22 of its judgment held as under:

"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the Employer employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These suffering continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or court that the action taken by the Employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the Employer wants to deny back wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back wages to an employee, who has suffered due to an illegal act of the Employer would amount to indirectly punishing the concerned employee

and rewarding the Employer by relieving him of the obligation to pay back wages including the emoluments."

22. The Hon'ble Supreme Court of India, in its recent judgment in the case of **Jayantibhai Raojibhai Patel v/s. Municipal Council Narkhed and Ors., reported in 2019 SCC online 1071**, after relying upon its earlier decisions in the case of **Hindustan Tin Works (P) Ltd. v/s. Employees (Hindustan Tin Works), Surendra Kumar Verma v/s. Central Govt., Industrial Tribunal-cum-Labour Court** and in the case of **Deepali Gundu Surwase (supra)** reiterated the same principle and held that

"13. Having due regard to the principles which have been enunciated in Deepali Surwase by this Court, the High Court was not, in our view, justified in denying the back-wages to the appellant altogether. Bearing in mind the circumstances which have been noted above, a lumpsum compensation should be directed to be paid."

23. The principle laid down by the Hon'ble Apex Court in its aforesaid judgments is well settled and binds a precedent upon me. In the case in hand, the Workperson was in the employment of the Employer from the year 2003 till she was illegally terminated from her services w.e.f. 29-09-2016. The oral evidence on record indicates that after termination of her services, the Workperson is unemployed from the date of illegal termination w.e.f. 29-09-2016 till date. Neither the Employer pleaded nor adduced any evidence to suggest that the Workperson is gainfully employed from the date of her illegal termination till date. In the circumstances, the Workperson is entitled for reinstatement in service with full back wages, continuity in service and consequential benefits thereof.

24. Ld. Adv. Shri P. J. Kamat, appearing for the Employer, during the course of his oral arguments relied upon two judgments of Hon'ble High Court of Bombay, one in the case of **R. K. Kitchen Equipments (Messrs.) Mumbai (supra)** and another in the case of **Raju Sankar Poojary (supra)**, wherein the Hon'ble High Court has held that if the Employer offers the reinstatement to the Workperson at any stage of the dispute or proceedings and if the Workperson does not accept the offer even without prejudice to his rights and contentions, he will not be entitled to continue his claim for reinstatement in the proceedings as well as claim for back wages.

25. The principle laid down by the Hon'ble High Court is not applicable to the case in hand as the offer to join the services were given to the Workperson on piece rate basis, during the course of conciliation proceedings before the ALC, Mapusa, in the written statement as well as in the cross-examination of the Workperson. The said offer to join the services on piece rate basis is totally different service condition than her earlier service conditions. Thus, the said offer to join service on piece rate basis violates her service conditions prior to her illegal termination. Change in service conditions can be effected by resorting to the procedure under the I.D. Act. There is no material advanced by the Employer that this procedure has been complied with.

26. Ld. Adv. Shri Mandar Naik, appearing for the Workperson during the course of his arguments submitted that the Workperson was transferred to Advoi factory from its Haturlim factory, which also amounts to violation of her service conditions and relied upon a judgment in the case of **Management of M/s. Rajasthan Patrika Ltd. (supra)** of Hon'ble High Court of Delhi.

However, the principle laid down by the Hon'ble High Court of Delhi is not applicable to the case in hand as the facts of the said case are totally different than the case in hand.

27. On the contrary, Ld. Adv. Shri P. J. Kamat, representing the Employer submitted that the Workperson is governed by the Certified Standing Orders of the Employer irrespective of her joining in the employment and relied upon a five bench judgment of Hon'ble Apex Court in the case of **United Provinces Electric Supply Co. Ltd, Allahabad (Supra)**, it has been held in para 9 of its judgment as under:

"9. For the reasons given above this court held that the Act was meant to enable Standing Orders to be made to bind not only those who were employed subsequent to their certification but also those who were already in employment. If any other result were to follow there would be different conditions of employment for different classes of workmen which would render the conditions of their service as indefinite and diversifies as before the enactment of the Act. Support was derived from the decision in Salem Erode Electricity Distribution case (3) in which departure was made from the view previously taken in the case of Guest Keen Williams Pvt. Ltd. (1)".

28. The Hon'ble Supreme Court of India in its case of **Salem Erode Electricity (Supra)**, held that *"In dealing with this point, it is necessary to examine the broad features of the Act and consider its main purpose and object. The Act was passed in 1946 and its main object was to require the employers in industrial establishments to which the Act applied, to define formally the terms and conditions of employment in their respective establishments. In imposing this obligation on the employers, the Act intended that the terms and conditions of Industrial employment should be well-defined and should be known to the employees before they accepted the employment. As we will presently point out, one of the objects of the Act was to introduce uniformity of terms and conditions of employment in respect of workmen belonging to the same category and discharging the same or similar work under an industrial establishment. Before the Act was passed, employees in many industrial establishments were governed by oral terms and conditions of service which were not uniform and which had been entered into on an ad hoc basis. The Act now requires that terms and conditions of employment in relation to matters specified in the Schedule must be included in the Standing Orders and they must be certified. It would at once be clear that by the operation of the Act, all industrial establishments will have to frame terms and conditions of service in regard to all the matters specified in the Schedule, and that naturally would introduce an element of uniformity inasmuch as industrial employment in all establishments to which the Act applied would, after the Act was passed, be governed by terms and conditions of service in respect of matters which are common to all of them. That, in brief, is the object which the Act intends to achieve."*

The principle laid down by the Hon'ble Apex Court in its aforesaid judgments is well settled and also applicable to the case in hand.

29. In the instant case, the Employer has produced on record the Certified Standing Orders applicable to its workmen (Exb. 34). Clause 12 of the said CSO at Exb. 34 provides for transfer and it reads as under:

12. Transfer Etc:

"(i) In the interest of the Company, a Workperson shall be liable to be transferred, at the discretion of the Company, from one job to another or from one department/section to another, or from one unit or establishment to another unit of the establishment (existing or future) of the Company and on such transfer he will be governed by the terms and conditions of service applicable to that department/section, unit or establishment to which he is

transferred. Such transfer may be anywhere in Goa. However with the consult of Workperson he may be transfer outside Goa without any extra remuneration."

30. The said clause of transfer appearing in the Certified Standing Orders of the Employer empowers the Employer to transfer its workers in any of its branches. Whilst, transfer is permissible under the Certified Standing Orders. It is not that transfer can be whimsical and in change of service conditions specifically change in the remuneration of the Workperson from monthly rated to piece rate basis. The said change adversely affects the terms of initial employment of the Workperson. Hence, I do not find any merits in the submissions of Ld. Adv. Shri Mandar Naik, appearing for the Workperson.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the management of M/s. Zantye Brothers, Haturlim, Bicholim, Goa, in refusing employment to Mrs. Shreya S. Gosavi, Grader, with effect from 29-09-2016, is illegal and unjustified.
2. The Employer, M/s. Zantye Brothers, is hereby directed to reinstate the Workperson, Mrs. Shreya S. Gosavi, Grader along with full back wages, continuity in service and consequential benefits thereof within a period of 60 days of this order.
3. No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer,
Labour Court-II.

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 5/40-7/89/LD(Estt)/744

Whereas, the Government vide Notification No. 5/40-7/89/LD dated 16-05-1990, published in the Official Gazette, Series II No. 9 dated 31-05-1990, appointed Mr. Mathew N. D'Sa, Advocate (hereinafter referred as the "Applicant") as a Notary for period of three years with effect from 16-05-1990, for the area of Salcete taluka;

And whereas, the Government vide Certificate of Practice dated 16-05-1990 has certified that the Applicant is authorized to practice as a Notary for a period of three years from 16-05-1990 for the area of Salcete taluka;

And whereas, the Government on the request of the Applicant had renewed his Certificate of Practice as a Notary for subsequent 07 terms and the period of validity of the Certificate of Practice in the Endorsement dated 30-04-2014 issued to the Applicant, expired on 15-05-2019. However, vide email letter dated 17-04-2019 addressed to the Law Secretary, the applicant informed that he does not wish to continue his practice as a Notary nor desires to renew the Notarial Certificate of Practice;

And now therefore, in pursuance of Clause (a) of Section 10 of the said Act, the Government of Goa hereby removes from the Register maintained by it under Section 4 of the said Act, the name of Applicant entered as a Notary.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.)

Porvorim, 27th April, 2020.

Department of Personnel

Order

No. 7/3/2019-PER/390

Shri Shashank Mani Tripathi, IAS, Director of Sports and Youth Affairs, shall also work as Additional Collector (North), in addition to his own duties, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Joint Secretary (Personnel).

Porvorim, 26th March, 2020.

Order

No. 6/13/2017-PER/393

Read: Order No. 6/13/2017-PER/392 dated 26-03-2020.

Shri Sanjeev C. Gauns Dessai, GCS, Director (Vigilance), shall also work as Additional Collector (South), in addition to his own duties, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

Harish N. Adconkar, Joint Secretary (Personnel).

Porvorim, 26th March, 2020.

Department of Public Health

Order

No. 22/4/2001-I/PHD/679

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/24(1)/2020/431 dated 09-03-2020, Government is pleased to promote Ms. Avita Fernandes, Clinical Instructor to the post of Assistant Professor in the Institute of Nursing Education under Directorate of Health Services on regular basis in the Level 10 of Pay Matrix [Pay Band-3 Rs. 15,600-39,100+GP: Rs. 5400/- (pre-revised)] and other allowances to be fixed as per rules with immediate effect.

Ms. Avita Fernandes shall be on probation for a period of two years with effect from the date of joining.

The promotion is made against the vacancy occurred due to retirement of Ms. Maria Helena Crasto, Assistant Professor w.e.f. 01-01-2018.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health).

Porvorim, 31st March, 2020.

Order

No. 7/24/2018-III/PHD/837

Read: Memorandum No. 7/24/2018-III/PHD/167 dated 13-01-2020.

On the recommendations of the Goa Public Service Commission as conveyed vide letter No. COM/I/5/35(6)/2018/1332 dated 28-11-2019, Government is pleased to appoint Dr. Bharati Chandrashekhar Chavan to the post of Associate Professor in Psychiatric Social Work (Group "A" Gazetted) in Level-11 of Pay Matrix (pre-revised-Pay Band-3 Rs. 15,600-39,100+Grade Pay of Rs. 6,600/-) under the Institute of Psychiatry & Human Behaviour with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Bharati Chandrashekhar Chavan shall be on probation for a period of two years.

Dr. Bharati Chandrashekhar Chavan has been declared medically fit by the Medical Board and also there is nothing adverse reported against her at the concerned Police Station, as per verification of character and antecedents report submitted by District Magistrate, North Goa, Panaji.

The recruitment is made against the vacancy occurred due to creation of 01 post of Associate Professor in Psychiatric Social Work vide Order No. 6/6/2009-III/PHD dated 12-07-2016 and kept alive vide Order No. 6/6/2018-III/PHD/2127 dated 13-07-2018 and Corrigendum No. 6/6/2018-III/PHD/3927 dated 17-10-2018 and subsequently revived vide Order No. 6/3/2018-III/PHD/1339 dated 10-09-2019.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 15th April, 2020.

Order

No. 25/13/2019-I/PHD/793

Read: Order No. 25/13/2019-I/PHD/675 dated 30-03-2020.

In partial modification of paragraph 01 of the Order read above, the Officers of Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service of 04 years in Grade Pay of Rs. 7,600 in PB-3 including the service rendered in the pre-revised scale of Rs. 12,000-16,500 are granted 3rd financial upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in column No. 6 in terms of Order Nos. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The rest of the content of the Order read above will remain unchanged.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 27th April, 2020.

Order

No. 25/12/2019-I/PHD/794

Read: Order No. 25/12/2019-I/PHD/647 dated 30-03-2020.

In partial modification of paragraph 01 of the Order read above, the Officers of Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service of 07 years in Grade Pay of Rs. 8,700 in PB-4 including the service rendered in the pre-revised scale of Rs. 14,300-18,300 or 20 years of regular service are granted 4th financial

upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in column No. 6 in terms of Order Nos. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The rest of the content of the Order read above will remain unchanged.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 27th April, 2020.

Order

No. 25/18/2019-I/PHD/791

Read: Order No. 25/18/2019-I/PHD/648 dated 30-03-2020.

In partial modification of paragraph 01 of the Order read above, the Officers of Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service of 04 years in Grade Pay of Rs. 5,400 in PB-3 including the service rendered in the pre-revised scale of Rs. 8,000-13,500 are granted 1st financial upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in column No. 6 in terms of Order Nos. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The rest of the content of the Order read above will remain unchanged.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 27th April, 2020.

Order

No. 25/15/2019-I/PHD/792

Read: Order No. 25/15/2019-I/PHD/676 dated 30-03-2020.

In partial modification of paragraph 01 of the Order read above, the Officers of Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service of 05 years in Grade Pay of Rs. 6,600 in PB-3 including the service rendered in the pre-revised scale of Rs. 10,000-15,200 are granted 2nd financial upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in column No. 6 in terms of Order Nos. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The rest of the content of the Order read above will remain unchanged.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 27th April, 2020.

Order

No. 25/13/2019-I/PHD/675

On the recommendation of the Screening Committee, the Officers of Directorate of Health Services indicated in the enclosed Annexure who have completed the requisite years of regular service from the date of regular appointment to entry grade are granted 3rd financial upgradation under the Dynamic Assured Career Progression (DACP) Scheme with effect from the date indicated against his/her name in column No. 6 in terms of Order Nos. 25/1/2003-I/PHD dated 16-07-2009 and 25/1/2003-I/PHD dated 17-07-2009.

The Officers may exercise an option in terms of F.R. 22 (I) (a) (1) if he/she so desires within one month from the date of issue of his/her Order for fixing pay in the 3rd financial upgradation under Dynamic Assured Career Progression Scheme.

Each Officer shall give an undertaking that in case any excess payment that may be found to have been made as a result of incorrect fixation of pay or any excess payment detected in the light of discrepancies noticed subsequently will be refunded by them to the Government either by adjustment against future payments due to them or otherwise.

The expenditure on his/her pay and allowances shall be debited to the budget head under which their salary is drawn.

By order and in the name of the Governor of Goa.

Swati A. Dalvi, Under Secretary (Health-II).

Porvorim, 30th March, 2020.

ANNEXURE-I

3rd Financial Upgradation under Dynamic Assured Career Progression Scheme

Sr. No.	Name & Designation	Date of joining	Present Grade Pay	Grade Pay to be made applicable under DACP	Date of effect
1	2	3	4	5	6
1.	Dr. Sujata Kamat, Medical Officer	19-02-2003	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
2.	Dr. Kedar Narahari Raikar, Medical Officer	01-12-2003	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
3.	Dr. Deepali Dindalkumpi, Medical Officer	01-12-2003	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
4.	Dr. Premila Sandra Viegas Do Cosmo Souza, Medical Officer	24-11-2003	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
5.	Dr. Prajakt S. Kamulkar Medical Officer	14-12-2003	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
6.	Dr. Atul Dilip Pai Bir, Medical Officer	24-11-2003	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
7.	Dr. Rupchandra Navelkar, Medical Officer	28-11-2003	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
8.	Dr. Maria Sara Da Costa, Medical Officer	11-06-2004	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
9.	Dr. Shikandar Yeshwant Talwar, Medical Officer	10-06-2004	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
10.	Dr. Prashant M. Suryawanshi, Medical Officer	05-01-2005	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
11.	Dr. Amey Suresh Aiya, Medical Officer	07-01-2005	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
12.	Dr. Talash S. Velip alias Kundaikar, Medical Officer	05-01-2005	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.
13.	Dr. Shilpa Tople, Medical Officer	11-01-2005	G.P. – Rs. 7,600 in PB-3	G.P. – Rs. 8,700 in PB-4	01-04-2018.

Department of Revenue

Notification

No. 24/2/87-RD(Part)/331

- Read: 1. Notification No. 24/2/87-RD dated 18-07-1989 published in the Official Gazette, Series II No. 15 dated 18-07-1989.
2. Notification No. 24/2/87-RD dated 5-12-1997 published in the Official Gazette, Series II No. 48 dated 26-12-1998.
3. Notification No. 24/2/87-RD dated 29-03-2004.

In exercise of the powers conferred by Section 3 of the Goa Public Premises (Eviction of Unauthorized Occupants) Act, 1988 (Goa Act 22 of 1988) (hereinafter called the said Act) and in modification of the Government Notification No. 24/2/87-RD dated 18-07-1989, the Government of Goa hereby appoints the following Officers as Estate Officers for the purpose of the said Act, within the local limits of their respective jurisdiction in respect of all categories of public premises except the public premises controlled by the respective Municipal Council, Kadamba Transport Corporation Ltd., Goa Tourism Development Corporation Ltd. and Goa Industrial Development Corporation.

- i) Dy. Collector & S.D.O., Pernem.
- ii) Dy. Collector & S.D.O., Mapusa.
- iii) Dy. Collector & S.D.O., Bicholim.
- iv) Dy. Collector & S.D.O., Satari.
- v) Dy. Collector & S.D.O., Panaji.
- vi) Dy. Collector & S.D.O., Ponda.
- vii) Dy. Collector & S.D.O., Margao.
- viii) Dy. Collector & S.D.O., Mormugao.
- ix) Dy. Collector & S.D.O., Quepem.
- x) Dy. Collector & S.D.O., Sanguem.
- xi) Dy. Collector & S.D.O., Dharbandora.
- xii) Dy. Collector & S.D.O., Canacona.

This is issued in supersession of Notification No. 24/2/87-RD dated 18-07-1989 published in the Official Gazette, Series II No. 15 dated 18-07-1989.

By order and in the name of the Governor of Goa.

Roshell Fernandes, Under Secretary (Revenue-II).
Porvorim, 21st April, 2020.

Notification

No. 24/2/87-RD(Part)/332

- Read: 1. Notification No. 24/2/87-RD dated 21-11-2003.
2. Notification No. 24/2/87-RD dated 29-03-2004.
3. Notification No. 24/2/87-RD dated 27-02-2009.

In supersession to the Notification referred to above and in exercise of the powers conferred by Section 3 of the Goa Public Premises (Eviction of Unauthorized Occupants) Act, 1988 (Goa Act 22 of 1988) (hereinafter called "the said Act") and notwithstanding anything contained in the Government Notification of even number dated 27-02-2009, the Government of Goa hereby appoints the following officers mentioned in column (2) of the Schedule hereto to be Estate Officers for the purpose of the said Act, in respect of the public premises within the State of Goa and controlled by statutory authorities as specified in the corresponding entry in column (3) of the said schedule.

The Government further directs that cases, if any, in respect of the statutory authorities as specified in this Notification are pending before the Estate Officers appointed under the Notification of even number dated 27-02-2009 & 29-03-2004, the same shall be transferred with immediate effect, to the concerned Estate Officers appointed under this Notification.

SCHEDULE

Sr. No.	Designation of the officer	Name of the statutory authority
1	2	3
1.	Officer on Special Duty	Kadamba Transport Corporation Ltd., Panaji.
2.	General Manager (Engineering)	Goa Tourism Development Corporation Ltd., Panaji.
3.	Deputy Chief Executive Officer	Goa Industrial Development Corporation, Panaji.

By order and in the name of the Governor of Goa.

Roshell Fernandes, Under Secretary (Revenue-II).
Porvorim, 21st April, 2020.

Department of Transport

Directorate of Transport

Lead Agency

Notification

No. D.Tpt/EST/839-V (Part File)/2018/0071

In exercise of the powers conferred by sub-section (2), read with sub-section (4) of Section 215 of the Motor Vehicles Act, 1988 (Central Act No. 59 of 1988) and Section 21 of the General Clauses Act, 1897 (No. 10 of 1897), the Government of Goa hereby further amends the Government Notification No. D.Tpt/EST/839/IV/2011 dated 13-01-2011, published in the Official Gazette, Series II No. 44 dated 27-01-2011 (hereinafter referred to as the "principal Notification"), as follows, namely:-

In the principal Notification, for the entries against Serial Number 12 to 13, the following entries shall be substituted, namely:-

- | | |
|---|-------------------------|
| "12. Shri Keshav V. Ghodke,
GDM(T)/RSO, RO, Mumbai | — Member. |
| 13. Director of Health Services | — Member. |
| 14. Director of Panchayats | — Member. |
| 15. Director of Municipal
Administration | — Member. |
| 16. Director General of Police | — Member. |
| 17. Director of Tourism | — Member. |
| 18. Director of Transport | — Member
Secretary". |

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Rajan Saterdekar, Director & ex officio Joint Secretary (Transport).

Porvorim, 5th May, 2020.

Note: The Principal Notification was subsequently amended vide the following notifications, namely:-

- (i) Government Notification No. D.Tpt/EST/F-2198/R.S.S./2017/Vol. II 5965 dated 20-12-2017 published in Official Gazette, Series II No. 37 dated 20-12-2017.
- (ii) Government Notification No. D.Tpt/EST/839-V/2011/230 dated 21-05-2018 published in Official Gazette, Series II No. 8 dated 24-05-2018.
- (iii) Government Notification No. D.Tpt/EST/839-V (Part File)/2018/1035 dated 07-01-2019 published in Official Gazette, Series II No. 42 dated 17-01-2019.
- (iv) Government Notification No. D.Tpt/EST/839-V (Part File)/2018/2477 dated 11-06-2019 published in Official Gazette, Series II No. 11 dated 13-06-2019.

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